

EXHIBIT A

Daniel Thomas ([00:00](#)):

Involvement with us.

Gregg ([00:01](#)):

Not just Lisa's involvement with you. What, what, what we have going on right now is an action which has been a year and a half in the making, and we're largely clueless as to what the United Kingdom angle is-

Daniel Thomas ([00:13](#)):

Okay.

Gregg ([00:14](#)):

... because we have one story that we're being told by some people, which just doesn't jive with some of the other things that we've seen on social media, that we've seen in the press. And we really just want to know, like, what the extent of her, you know... i- i- in general-

Daniel Thomas ([00:29](#)):

[crosstalk 00:00:29].

Gregg ([00:29](#)):

... what you may know, you know?

Daniel Thomas ([00:31](#)):

Okay. So Lisa, obviously, we, prior to when Lisa first came over, I was contacted by Lisa and made aware that there was, uh, some money going to be put available for the demonstrations, um, for the Free Tommy Robinson event in, uh, in Central London. Um, and we spoke m- many times, um, about the money, uh, about what it was for. We went through that. And obviously, then, um, it was issued to us. We paid, paid the people that it was, it was, uh, for.

Daniel Thomas ([00:58](#)):

And, uh, and on the day that the event actually happened, um, Lisa came over, uh, with a friend. She, um, she was on the, on the stage. Uh, she thinks she stayed for about a week. And then, um, she, her involvement was largely, really, on the basis of, um, she started becoming sort of a PA for Tommy and trying to get him into the US, trying to, um, uh, speak to congressmen to get him, uh, get a visa for, for him to come over. Um, there was also, I think, money was, uh, given for, for, for court cases, uh, that Tom had.

Daniel Thomas ([01:35](#)):

Um, Lisa came over a few times. Um, I, I did start a, a type of relationship with Lisa, uh, after the second time she came over. Um, she-

Gregg ([01:49](#)):

When, when-

Daniel Thomas ([01:49](#)):

... Yeah.

Gregg ([01:49](#)):

... when was that?

Daniel Thomas ([01:50](#)):

Uh, I would say, um, uh, uh, probably the second time, so that would have been, uh, the following month, so June j- I think July, I think, may, I think it was July. It's going back a while, so I'd have to, I'd have to really think about it. But, um, yeah.

Daniel Thomas ([02:05](#)):

She sh- we, we, she was coming over. We were s- we were going, uh, staying at hotels. We, um, she, she was telling me that she wasn't r- very happy in her job. She was looking at moving over to the, to, to, to, to the UK. She didn't want to be with her husband. Um, [inaudible 00:02:21] all these things, and-

Gregg ([02:22](#)):

Did she pay for those hotels?

Daniel Thomas ([02:24](#)):

... Yeah. Yeah. She did. Yeah. Uh, she then invited me to go to Brussels. Um, we had a, um, a meeting with the, um, leader of, uh, of UKIP, which is Gerard, well, the ex-leader of UKIP, Gerard Batten. Uh, politician, uh, Anne Marie Waters, uh, who is the leader of the For Britain, uh, political party [inaudible 00:02:43]. And also, um, who else was there? Uh, uh, um, what's her name? Uh, very controversial woman. Um, can't remember her name. Uh, it'll come back to me.

Daniel Thomas ([02:55](#)):

And we, she was inviting me to a conference there, because they were having a conference in Brussels to [inaudible 00:03:00] with all sorts of coming together and helping each other out. Uh, it was a swanky hotel. It was a five star hotel, um, all paid for b- by Lisa.

Daniel Thomas ([03:09](#)):

Uh, th- then things started getting a bit weird. Uh, Lisa started putting it, like, making, trying to t- blackmail be into basically being with her, because I, I became very skeptical about who she was and how she was behaving. Uh, and it sort of, like, worried me. And I wanted to, to end it. And, and she basically told me that if I did, that she would send every conversation that we'd ever had to, to my, uh, my, my girlfriend.

Daniel Thomas ([03:36](#)):

Um, she also mentioned, um, I'm going to put this out there, Gregg, uh, she did mention something to me. She said that she had a plan to get money out of, out of the, uh, Middle Eastern Forum. Um, and sh- there, she said that, uh, she was going to say that you had, you had come onto her and that you, um, you attempted to, uh, to force her into doing stuff with her and, and that she was going to take it, and she was going to make a lot of money from it, and she wanted me to be part of that. She wanted to leave her husband. She wants to come to the United Kingdom.

Daniel Thomas ([04:11](#)):

And I spoke to Tom about it, and I, and, and he said that she's, he felt the same, that there was something about her that wasn't right. Um, and I, I did, I ended up telling her that w- that I wanted to finish it. I didn't want to s- speak to her anymore.

Daniel Thomas ([04:25](#)):

Um, obviously, her involvement was largely still with Tommy. She was acting as a PA for Tommy in, in all sorts of senses. Uh, anything that Tommy wanted, she would, she would do.

Daniel Thomas ([04:33](#)):

Um, to then, to a point where she was sort of just turning up in the United Kingdom unannounced. We didn't know she was coming, and she'd just turn up, and, um, again, threatening me that if I didn't continue the relationship that she would tell my girlfriend.

Daniel Thomas ([04:51](#)):

And, uh, and, uh, yeah. So she came over a few times [inaudible 00:04:54] conversations, and then got to a point where I, um, I just said, "Look. That's it. That's it." And, uh, she then took it upon herself to basically destroy my life.

Daniel Thomas ([05:04](#)):

Uh, she sent everything to, um, to, to my girlfriend, uh, all, all messages, um, pictures of us in hotels, uh, all sorts of stuff, and became extremely, um, vicious, uh, in the way she did it. She enjoyed it. She, she [inaudible 00:05:21].

Daniel Thomas ([05:22](#)):

So, obviously, I, I got in touch with Lisa and I asked her what she, why she was doing it, and she was saying, "Look, you don't understand what you're missing out on. I'm about to get this money." Y- You know. And I just had to drop her out.

Daniel Thomas ([05:32](#)):

Um, yeah. I mean, I can go into [inaudible 00:05:35] about more w- but I don't know what you w- how else you want me to talk about. But that's, that's sort of the short version of it.

Gregg ([05:42](#)):

Well, that's, that's-

Daniel Thomas ([05:42](#)):

Really.

Gregg ([05:43](#)):

... [crosstalk 00:05:43] that's, that's, uh, (laughs) that's quite a story. Uh, I mean, I guess-

Daniel Thomas ([05:46](#)):

Yeah.

Gregg ([05:48](#)):

... as a, as an individual, I'm personally interested, did she ever write to you about saying she was going to make a lot of money? Did she ever convey it in a way that-

Daniel Thomas ([05:57](#)):

She would. Yeah. Yeah. She did. But, yeah. She did. But I mean, we, we spoke on Facebook ma- majority of the time. But obviously, I was, uh, I was censored. I lost everything. So, um, I have n- I have nothing. Um, Facebook took me down. Twitter took me down. Obviously, along with Tommy.

Daniel Thomas ([06:11](#)):

Uh, it was a, it, it was her long term plan. I mean, when we started n- the real sort of, like, being, being together, sort, if you want to call it that, that was what she was, was looking to do. She said she was about to get loads of money. She wanted to buy a house over here. She wanted me to move in with her and, and everything else. Um, and she spoke, she spoke about that quite often, really, because that was her, her long term plan.

Gregg ([06:35](#)):

Did she speak about it with other people besides you?

Daniel Thomas ([06:35](#)):

Uh, I think she spoke to s- s- um, I think she would have might potentially spoke to, to Tom [inaudible 00:06:39]. I d- I don't, I can't say for sure, but I know that they, they spoke a lot. I know that he w- he was aware that she was looking at moving to the United Kingdom, um, but I'm not entirely sure who, who else would, would have, would have had that information. But I would say Tom p- potentially.

Gregg ([06:54](#)):

And, um, do you remember her friend that came with her [inaudible 00:06:56]?

Daniel Thomas ([06:56](#)):

Cla- [Clarie 00:06:57]? No. Um.

Gregg ([06:56](#)):

Does, does Trisha ring a bell?

Daniel Thomas ([07:06](#)):

Tr- Trisha. Yes. Trisha. Yeah.

Gregg ([07:08](#)):

And did she speak-

Daniel Thomas ([07:08](#)):

Trish. Yeah.

Gregg ([07:09](#)):

... did she speak about similar plans?

Daniel Thomas ([07:10](#)):

N-

Gregg ([07:13](#)):

Did you ever speak with her afterwards?

Daniel Thomas ([07:13](#)):

... Well, Trisha used to contact me, uh, because I never used to s- write. When I started, obviously, coming away from Lisa, she started contacting me about Lisa, saying, you know, "Don't you realize what you can have?" And all of that.

Daniel Thomas ([07:26](#)):

But she n- never really went into what Lisa told me. She just talked about trying to get me to ring Lisa. And I remember clearly on Valentine's Day, she was going, "Lisa's crying her eyes out because you haven't rang her. You haven't spoken to her." And all this. But actually about that, no.

Gregg ([07:39](#)):

Okay. And so there's some, uh, text messages that, that we've seen, but do you have any other communications with her like, uh, WhatsApp or, uh, you know-

Daniel Thomas ([07:54](#)):

No. No. I mean-

Gregg ([07:56](#)):

... [crosstalk 00:07:56].

Daniel Thomas ([07:56](#)):

... Uh, no. I've changed phones t- a few times since then. My number's still the same, but, uh, the WhatsApp messages are, are not, are not there, because they're not restored.

Gregg ([08:06](#)):

Right.

Daniel Thomas ([08:07](#)):

I had to delete everything, obviously, with, uh, with what happened.

Gregg ([08:10](#)):

Yeah. (laughs) yeah.

Daniel Thomas ([08:12](#)):

And, and (laughs) you know, uh, she, she, she ter- you know, she, she, she [inaudible 00:08:16] upon herself for three to four months, just bombarding [Jaz 00:08:20], uh, with information about what would happen between us. Uh, um, so I, I had to delete Lisa out my life in, in its entirety. Um, yeah.

Gregg (08:26):

Can you be a little bit more specific of how she... Y- You said in your, in your email that, uh, your message, that she, um, tortured you and she enjoyed it.

Daniel Thomas (08:39):

Yeah. So what, what, what she would do is i- is, is send, uh, she wouldn't send everything at once. So sh- she kept Jaz hanging, hanging by a thread, knowing that there's more. So she would al- she would send the WhatsApp messages, and then she would say, "But I ca- I'm not going to send you the rest until another day." Um, uh, she would send pictures. Um, uh, talk about, she used to talk about the positions, the sex positions that we used to do. And she'd talk about, you know, and, uh, it's, it, uh, all that type of stuff.

Daniel Thomas (09:09):

And, and, and when I say she ruined my life is the fact that she, she psychologically, uh, damaged Jaz by knowing that Jaz want, would want to know everything, but not telling her everything at once, waiting and over time sort of torturing her into, into, into speaking to her about it. And then actually manipulating her into pretending that she was her friend, uh, and talked about bringing Jaz over to America.

Daniel Thomas (09:35):

And, um, and then there was, um, obviously, in, I've got to be honest, there was a, there was a situation in Brussels that happened where, um, I mean, this is quite difficult to talk about, but I want to be honest, I, I'd have very rough sex with Lisa and, uh, she ended up having a black eye from it. And I don't remember it.

Daniel Thomas (09:52):

And I felt like I think she had put something in my drink or done something because I, I've never blacked out. Woke up the next morning, and she's got a black eye. And she's saying during sex, I somehow gave her a black eye.

Daniel Thomas (10:03):

And obviously, she was relaying that information to Jaz. Uh, it was, it was, she was just so weird at the end of it. I, I just couldn't work out what she was trying to gain from it, but she was torturing Jaz on a daily basis and then trying to be her friend [inaudible 00:10:17] and then [inaudible 00:10:17] her something to sort of like, everything will be fine. Everything will be fine. And then suddenly, she'd bring something back up. It was just, it was very bizarre. [inaudible 00:10:25] whole thing's just very bizarre.

Gregg (10:28):

I'm sorry. Uh, I'm sorry about, um, that you had to go through all of this. I appreciate you sharing this with us. Um, (laughs) it hasn't-

Daniel Thomas ([10:42](#)):

But she had it in for you, Gregg. She had it in for you. From, from the time we ever spoke about you, she wanted your job. And then when she realized she couldn't get the job or something, then she wanted to go down the route of destroying you, destroying you and making loads of money from it. I had many conversations about that with her, um, over that, so that w- that's definitely something that was, uh, was definitely on her, on the plate from very early from me speaking to her.

Gregg ([11:04](#)):

... So, um, you know, would she, did she just kind of bring it up out of the air, or was, you know-

Daniel Thomas ([11:13](#)):

No. Sh- She, she wanted to move to the United Kingdom after we had become... and she s- she said she had a plan to make enough money to make that happen. She said her hus- she didn't want to be with her husband anymore.

Daniel Thomas ([11:22](#)):

She didn't, she, she's very bizarre regarding her children. She's, you know, she used to say, "I don't really miss my kids." And I, and I [inaudible 00:11:28] that was just, like, in my head. It was very bizarre that someone would say that about their own children, that she goes, "Oh, you know, I don't, I, I don't really miss them. I, I'm glad I'm here." N- And then, you know, I'm going to get a house. I've got a plan. You know, I've got a way of making... and then she, that was, that was the initial thing.

Daniel Thomas ([11:43](#)):

And then, it went into, well, what are you going to do? Well, you know, Gregg, Gregg. I'll say Gregg's done this, Gregg's done that. And then I'm going to take it to court and get, and they'll have to pay out. They'll pay me loads. They'll pay me loads, and then I'll have enough money to do whatever the hell we want to do.

Daniel Thomas ([11:56](#)):

Um, so it was basically talking about a plan of moving over here, and then that developed into explaining what she was, how she was going to do it to make the money, to get the money.

Gregg ([12:04](#)):

What did she, how did she say she was going to do it?

Daniel Thomas ([12:09](#)):

It was on the basis of saying that you tried to sexually assault her.

Gregg ([12:10](#)):

That's, uh-

Daniel Thomas ([12:13](#)):

So, yeah.

Gregg ([12:15](#)):

... [crosstalk 00:12:15] that sounds familiar. (laughs)

Daniel Thomas ([12:15](#)):

Yeah.

Gregg ([12:15](#)):

There were some other accusations [crosstalk 00:12:17].

Daniel Thomas ([12:17](#)):

And she, from, from my, from me knowing, knowing her for that period of time, you could tell that she's, she didn't care who got hurt or what, what were lies and what was the truth. She just wanted the money. She wanted to move away from the United States and come into the United Kingdom. And she said that to Jaz many a time. I'm going to be moving to the United Kingdom, and you can't get rid of me. Every, all sorts of stuff. So, um, yeah. It was, it was a plan from ver- from very early to, to, to make a load of money and to come over.

Gregg ([12:48](#)):

And so some of the text messages that we've been able to see, um, and Danny, I've got to tell you, we're not interested in anything dealing with what you might have done, what you didn't do. This is, this is about people who are saying some pretty bad things about it, so-

Daniel Thomas ([13:01](#)):

Yeah.

Gregg ([13:02](#)):

... you know, it, the release of everything here is, is that, you know, maybe she had a conversation with you. Maybe she didn't. Whatever. We're just trying to get to the truth here. So she, um-

Daniel Thomas ([13:12](#)):

Yeah.

Gregg ([13:14](#)):

... she, in a text message, says that there may have been money which was misappropriated from the Middle East Forum for a vacation that you took in Ibiza. Now, I, I want to preface this, again, saying that if, if-

Daniel Thomas ([13:27](#)):

Yeah. This-

Gregg ([13:27](#)):

... i- i- if it happened, it happened. It's the past.

Daniel Thomas ([13:29](#)):

... [crosstalk 00:13:29] what I was [inaudible 00:13:31] in Ibiza the day I received the 30,000 has got nothing to do with the money. That, that holiday, that, that [inaudible 00:13:37] my uncle was planned two or three months before we even went. It happened just to be that the 30,000 was in my account on the day that I had gone to Ibiza.

Daniel Thomas ([13:46](#)):

Now, I was very, very, in contact very closely with Tommy, and Tommy's, uh, Tommy's crew or, or team about this money and about where it was going. Um, let's be honest. I mean, you know, the, the 95% of that money went exactly where it meant to go, but I looked after my family.

Daniel Thomas ([14:03](#)):

I looked after my family, and I knew, because I wasn't being paid a penny from anyone to the work that I did, the amount of time and effort I put into the [inaudible 00:14:11] movement and all the events and all, all the preparations and the police and talking to, you know, the secret service in, in Holland [inaudible 00:14:17] and talking to all these things, and I didn't have a job. So obviously, there was, there was money, 5% of that, that would have gone to me, gone to my family.

Gregg ([14:25](#)):

Okay.

Daniel Thomas ([14:25](#)):

So, and that's the truth. I've got no issues-

Gregg ([14:28](#)):

No. No. That's-

Daniel Thomas ([14:29](#)):

... with telling you.

Gregg ([14:29](#)):

... that's, that's, that's, that's fine. Do, do you think that Lisa would have tried to cover up that knowledge from us? Did she ever say that to you?

Daniel Thomas ([14:39](#)):

Uh, sh- well, she was always going to s- yeah, because obviously, she was in, she told Jaz that she was in love with me and that she, when she, um, be, on that basis, when she knew that I'd spent some of the money, she said that there w- you guys wouldn't find out. Not from her, anyway.

Gregg ([14:54](#)):

So she actively tried to, I don't want to put words in your mouth, but she-

Daniel Thomas ([14:57](#)):

Okay.

Gregg ([15:00](#)):

... actively knew about something that she said she didn't want the Middle East Forum to know, and she actively covered that up?

Daniel Thomas ([15:15](#)):

So on the lines... Wait. One second, babe. Sorry. I've just got my children screaming. Can I give you, can you give me 30 seconds?

Gregg ([15:15](#)):

I, I'm in the same, I'm in the same boat, man. I've got my three downstairs [crosstalk 00:15:17].

Daniel Thomas ([15:17](#)):

(laughs) Just give me, just give me 30 seconds. I'll be back. Yeah? 30 seconds. (silence)

Daniel Thomas ([16:08](#)):

Oh. Yeah. Sorry. I'm back. So, um, yeah. So Lisa knew that I had had a few thousand pounds and, and she knew that it didn't go where it was supposed to go. And she said that she would make sure that they, you guys didn't find out.

Daniel Thomas ([16:23](#)):

And she actually threatened me with saying that she was going to try somehow, when I was, I told her I didn't want to be with her anymore, that she was somehow going to make it come out and fuck my life up and get me, uh, you know, using that as a, as a way of trying to keep me in contact with her.

Gregg ([16:38](#)):

So she was trying to extort you to stay into a relationship?

Daniel Thomas ([16:42](#)):

Yes. 100%. 100%.

Gregg ([16:50](#)):

Now, did she ever, you know, she, she left her job with the Middle East Forum in, um, August of 2019, and she went to go work for a member of Congress.

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Gregg: There's some messages that we have which, uh, basically say, you know I'm a member of con... I'm [inaudible 00:00:07] a member of congress I have influence. Was there anything, like I don't wanna put words in your mouth again-

Daniel Thomas: No, no, no.

Gregg: ... did she ever.

Daniel Thomas: No, no. It- it- it- it- it, not to me but I- I think to- to Jas she- she, you know she- she's now in the p... Jas said that she thinks she's now in the pos... power of position. Position of power and that um.... Because I, because I obviously, I- I told Jas everything about how she was and how manipulating she was, and how [00:00:30] she's tried to blackmail me to, into staying with her. And then obviously Jas then contacted her, and you know I know about this, I know about that. And then Lisa used to, you know three o'clock in the morning she'd be drunk in- in Vegas or wherever the hell she was, and she would say "Do you know who I work for now" and all this. And you know "You wanna fuck with me Danny, you wanna fuck with me Danny I'll fuck you, I'll fuck your life up, you don't know whe- who I'm working for". So she mentioned it that- that, yeah. But not- not like specific things, that, just blasé saying, [00:01:00] you know, I'm in a position of power, if you wanna fuck with me you- you try.

'Cause I was saying this is crazy, I was saying she is, she's fucking nuts. And I was try... I was telling that to Jas and Jas was writing to her saying Danny's told me you're absolutely crazy bla bla bla and she's like, yeah. So that [inaudible 00:01:12] I used to get drunk phone calls telling me that she was now a high ranking member of whatever, and that if I wanted to fuck with her she would ruin my life even more.

Gregg: So she- she tried to instill a sense of fear in you?

Daniel Thomas: Ah, and I was, because I was losing my family. I was losing everything because of her. [00:01:30] And she's get [inaudible 00:01:32], it wasn't where she was just contacting Jas and telling her everything, she was staying in contact with her, and using it as a way of making sure that mine and Jas' relationship would never, would never resume as normality because she kept contacting her, oh by the way did you know, did you know. So, strange, very strange. Strange individual.

Gregg: Did you ever think of blowing the whistle on Lisa and telling [inaudible 00:01:59] about it?

Daniel Thomas: Well Jas did yeah, Jas, I think Jas, Jas, 'cause I remember Jas [00:02:00] con... tried to contact you, and tried to tell you, and h- Lisa s- told me that she had to run into your office and take the, take the voicemail off your phone.

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Gregg: She took the voicemail off my phone?

Daniel Thomas: Yeah. So you had a, o- o- in your office, I'm guessing that you had a voice note-

Gregg: Yeah.

Daniel Thomas: ... voice, uh, thing from Jas saying, you know, she's doing this, she's doing that. And then Lisa found out and went into your office and- and deleted it off your phone.

Gregg: So Lisa actually, are- are there any other instances that you know about about Lisa and her victims, uh, provision of information [inaudible 00:02:31] [00:02:30] about what?

Daniel Thomas: Um. Not off the top of my head, that was one that sort of sticks out. Um, but, I know, I don't, I- I, no. No, not at this time no. Not that I can think of.

Gregg: Okay. Um, so Jon and Sid are- are the, I'm just the guy asking the questions tryna figure out what happened here, but Jon and Sid are the ones who know the- the law and whatever else, you mind if they ask a few questions?

Daniel Thomas: Of [00:03:00] course, no problem.

Gregg: Uh Sid?

Sid: Sure. Um, in terms of the timeframe, are you able to, um, when you say she called Jas and made it clear to her that she had this position with the congress person. And you also mentioned that she also says that to you, that she has this power now that she's hooked up with this person from the congress, can you recall when that conversation took place?

Daniel Thomas: I'd have to speak to Jas, and I am seeing her tonight. [00:03:30] I can uh, I can, I- if you, if Gregg writes me these questions on a, on WhatsApp I will get... because Jas will know more than me. She- she her- her brain was so sub, you know so baffled, like done by it that she will remember. I, off the top of my head I can't if I'm honest.

Sid: W- w- when- when is the, when is the last time you heard from Lisa?

Daniel Thomas: Probably... du, du, du, du, du, February, this year.

Sid: This year, what was that, what was the, what was that conversation about?

Daniel Thomas: Uh it was [00:04:00] actually about Lisa trying to threaten that she was gonna tell people that I'd beaten her up in a hotel in Brussels.

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Sid: Mm. What- what happened with that by the way, there's conflicting stories about what happened in Brussels with these-

Daniel Thomas: Well I've got, I- I mean yeah. I mean I- I- I- I- I've got, um, people that she's spoken to that she, oh it- it was just rough sex. Uh, we'd been drinking with- with some politicians throughout the night, I'd obviously drunken a lot, I don't, never blacked out before in my life. [00:04:30] And then suddenly woken up and Lisa's at the hospital, and I actually, to this day, you know I'm not sure, but I- I can be certain that she hit herself, and then made out that I'd hit her-

Sid: Wow.

Daniel Thomas: ... to- to- to have that, to have that hold over me. And I'm telling you now, she's capable of that. A hundred percent because I just, 'cause she's said to, I- I don't want to go into detail it's a bit weird but, sh... you know I- I- I when I get rough having sex I never clench my fist, I you, you know I- I- I've- I don't, and to have that sort of injury [00:05:00] that it looked like it just didn't make sense at all to me. And then she woke up she went "No don't worry about it [inaudible 00:05:06], just make sure you don't, you look after me now, make sure you look after me and don't leave me", and I was thinking oh hold a minute. You- you've seen me fallen asleep and you thought of something, because I told her that night that this was, this was gonna be the last time that I would see her.

Um, and then she said well, and then- then February, in February where she was talking to Jas she was saying "Well Danny be careful". Because I was telling Jas that she's nuts and Jas was relaying that, and she said "Danny be careful 'cause I'll tell everyone that you- you beat me up in hotel room in Brussels". Yeah but you know [00:05:30] that's not true Lisa. "Yeah but it doesn't matter, people will think, will think that. Think about what your life will be like after that". So, yeah. Crazy.

Sid: When she, when she, when she was in Brussels did she have her children there?

Daniel Thomas: No. No, no, no.

Sid: One other question, when- when she was, when- when she was threatening you and, about the fact that she didn't want it to get back to Gregg and whatever the story was, did she mention that she had, uh, uh, either solicited or [inaudible 00:05:55] some other women to [inaudible 00:05:57] file claims against Gregg as well?

Daniel Thomas: [00:06:00] No.

Sid: Do you know the name Trish, uh, Patricia [McNoldy 00:06:03]?

Daniel Thomas: Yeah I've met her.

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Gregg: That's the one that, uh, had that [inaudible 00:06:06].

Sid: Just tell me, what- what, did she ever reference her in terms of she's gonna make a claim also or, you know or s- words to that effect?

Daniel Thomas: I can't recall. Can't recall.

Sid: How about, how about, um, [Marnie 00:06:20] O'Brien. Does that name ring a bell [inaudible 00:06:23]?

Daniel Thomas: [Marnie 00:06:23] O'Brien, is that, isn't that the women that does the, deals with the money?

Gregg: Yeah yeah-

Daniel Thomas: In the-

Gregg: ... she's the controller.

Daniel Thomas: [00:06:30] Yeah, that name does ring a bell, she did something was something about that but I couldn't recall exactly what, I'm not sure if it was about allegation. But I, I know the, no. I- I- I can't, I don't wanna say it 'cause I can't remember, but I know that name was mentioned.

Sid: Did she ever tell you that she actually filed a formal legal complaint against, uh, against Gregg, and the, and the [inaudible 00:06:49]?

Daniel Thomas: She said that that's- that's the- the end. When- when- when all this is over, the Tommy stuff is all over, that's what's gonna happen, she's gonna file a sexual complaint, a sexual [00:07:00] assault complaint against Gregg, to- to get money out of them [inaudible 00:07:03] just to set her life up. Here in the UK.

Sid: So, so I think you said that when you got the cheque for 30 grand, 95% of it went for Tommy's, you know-

Daniel Thomas: Yep.

Sid: ... area, but you kept 5% of that money for yourself?

Daniel Thomas: To move my family out of a-

Sid: Yeah.

Daniel Thomas: ... out of, out- out- out of a place I, we were living in a, in a flat, in a tiny flat in the middle of a very horrible area, and I used 5% of that money to move my family into a house.

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Sid: Was she, was she aware that you [00:07:30] had retained that 5%?

Daniel Thomas: Yes.

Sid: Okay. And, um, did, when she learned that you had kept the 5% what did she say exactly? If you can recall?

Daniel Thomas: Well I can't remember exactly what she said but I know on a basis of her saying that, you know you did the right thing, you moved your family out and I- I'll make sure they don't find out.

Sid: Yeah. Did she ever tell you that, that there was a, she ever bring that issue up again? [inaudible 00:07:53] I think you talked about trying to-

Daniel Thomas: She [00:08:00] thre-

Sid: [crosstalk 00:08:02].

Daniel Thomas: She, yeah she. Yeah but- but she- she, it- it was for... it was brought up, but it- it was ended pretty quickly because she knew that she- she'd sort of participated in making sure that you guys didn't find out.

Sid: Oh really?

Daniel Thomas: And- and she- she's- she- she, um, she was sending me money all the time.

Gregg: She sent you money?

Daniel Thomas: Oh she sent me thousands of [inaudible 00:08:14] pounds.

Gregg: Really?

Daniel Thomas: Yeah yeah yeah. Yeah. To keep me like, keep me, she, when- where, she- she paid for the flights, uh the- the, sorry the- the Eurostar to Brussels, I, she paid for my Christmas in- in 2000 and uh, in 18 she sent me a thousand pound. She was, she was giving me her credit card when I was in [00:08:30] Brussels. I was using, I, she was, yeah, yeah.

Gregg: Did she uh-

Daniel Thomas: And that, yeah.

Gregg: Did she, uh, ever ask you for receipts?

Daniel Thomas: No, no, no.

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Gregg: You know we have an email, we have an email that your father, Russell Thomas, sent to her-

Daniel Thomas: Yep.

Gregg: ... in November of 2018.

Daniel Thomas: Yep.

Gregg: Uh, did she ever respond to him?

Daniel Thomas: I think so. I think she did yeah, I thought, I, again I can ask that question.

Gregg: [crosstalk 00:08:56], did you get that email?

Daniel Thomas: I could ask, I can find out. I can find [00:09:00] out.

Gregg: All right. We'll put this, we'll put this all in writing.

Daniel Thomas: Yeah if-

Gregg: [crosstalk 00:09:02].

Daniel Thomas: ... you can just give me a summary of what you want-

Gregg: Yeah.

Daniel Thomas: ... in a, in a WhatsApp and uh, and I'll get on it.

Gregg: I just wanna say thank you for speaking with us, I feel like-

Daniel Thomas: No, no problem.

Gregg: [crosstalk 00:09:06] talking.

Daniel Thomas: Yeah. It, you- you're dealing with a very- very special specimen of woman with Lisa. She's a very-

Sid: (laughs).

Daniel Thomas: Yeah. You really are. And I've never met someone that, you know she's- she- she- she's capable of, of a lot, and she doesn't care who gets hurt in the process. Um, yeah, so.

Sid: When- when you were, when you were with her, this is uh [inaudible 00:09:30] [00:09:30] again, did she ever do any drugs, or-

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Daniel Thomas: Yes.

Sid: ... making her just.

Daniel Thomas: Yes.

Sid: What kind, what kind [crosstalk 00:09:35]?

Daniel Thomas: Cocaine. Cocaine, all the time. All the time.

Sid: Cocaine?

Daniel Thomas: Yeah.

Sid: Do you think she was a cocaine addict?

Daniel Thomas: Right every time we were, every time she, I saw her, every time we were out, she would ask me to get in and we would do cocaine all night.

Sid: And how, in- it [inaudible 00:09:50] of doing it every night we [inaudible 00:09:51], what were the quantities that were purchased? We talking like uh [crosstalk 00:09:55]-

Daniel Thomas: Three, four grams.

Sid: Three, four grams?

Daniel Thomas: No, three, so- so- so you're talking maybe three to four hundred [00:10:00] a night. Pounds.

Gregg: So about five, six hundred dollars worth of cocaine every evening?

Daniel Thomas: Yes.

Sid: Was she talking another, any other medicine [crosstalk 00:10:12]?

Daniel Thomas: Yes, um, some- some- some- some- some type of, um, pills that were on the basis of making you feel like you were on, sorry bare with me one second, give me [00:10:30] 10 seconds, give me 10 seconds.

Sid: [crosstalk 00:10:48].

Daniel Thomas: Mason.

[00:11:00] Yeah hi sorry I'm back. Kids, they've got, I've got, I've got full custody of my three- three young children so, uh, my life is, uh, crazy right now.

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Sid: Ah.

Daniel Thomas: [00:11:30] But um, yeah, yeah I know. But um yeah prescription, she had a- a cocktail of prescription, not- not prescription 'cause they weren't. She said she had a, uh, someone that could get this stuff for her and it was like, um, it would make you feel like you're- you're taking, uh, cocaine. It was a white bottle. She used to have quite a lot of it, but in bottles that were, that were prescribed, like written like paracetamol or ibuprofen, but inside were these- these tablets. And she used to get, she was addicted to them. Every day. Every day.

Sid: [00:12:00] We talking painkillers, we talking, um.

Daniel Thomas: Uppers.

Sid: Uppers.

Daniel Thomas: So-

Sid: Uppers.

Daniel Thomas: Yeah.

Sid: Uppers. Okay. Um... all right well, I, Gregg is there anywhere you wanna [inaudible 00:12:13], you tell me [crosstalk 00:12:13]-

Gregg: No, um, Jon- Jon is on the phone, I think he's muted. I don't know if Jon has any questions?

Jon: Uh I unmuted. Um, the only thing I would ask, uh Danny, and- and I'll echo Gregg in saying we very much appreciate all of the time and help.

Daniel Thomas: Yeah, [00:12:30] no problem.

Jon: Is, was it, when Lisa would talk about this plan to- to come up with money from the Middle East Farm in order to move over to- to the UK.

Daniel Thomas: Mm-hmm (affirmative).

Jon: Was it, was it always sort of the same approach, or did it ever change, would she ever come to you and say, something happened with my plan over the weekend and I made progress? Or, you know, oh it's, we had a setback? I mean did she ever say anything more to you than just, I'm gonna get money from MEF by claiming Gregg [00:13:00] assaulted me?

Daniel Thomas: It- it, the story never really changed, the concept of the story never really changed. It was always she was waiting for the right time. She said that she was, she, thi... She wanted to see where things were, how things were gonna

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progress going though. Um, but she said that things, yes there were times where she said things- things said something. She never went into detail what-what she was on about, but she used to say that, oh I'm close to it, you need to tell me if- if you're gonna be move in with me, I need to do this soon. It was always that, it was, [00:13:30] it was the head of the conversation because she was trying to make me aware that I, she was so serious about this, and that she was talking about buying me a cars and- and taking me on like exotic holidays, and- and trying to yeah. But it- it was always the same concept but she- she always seemed very... Towards the end she seemed very panicked about it. About tryna get me to agree to be with her because the plan was about to be executed.

Jon: Got it. Got it.

Daniel Thomas: Yeah, yeah.

Jon: Um, and, so a- along those [00:14:00] same lines, did it feel to you like, and I apologize if I'm sort of re-stating what you've already said, but did it feel to you that like she was, she was kind of dangling this in front of you as an inducement to continue in the relationship?

Daniel Thomas: Absolutely. 100%. 100%.

Jon: Okay.

Daniel Thomas: And that was what the money, the money the- the money thing. You know, uh, I would talk about [inaudible 00:14:24] I can't do this, my kids I- I don't, I can't leave my kids. It's like look, look, look, let me send, I'll send you a thousand, [00:14:30] a thousand right now, go and get yourself something nice and all this. You know it was, it was that- that, towards the end it was all about trying to pay me off to stay with her, because-

Jon: Got it.

Daniel Thomas: ... she couldn't be in- in, she said when- when- when the plans comes together she said she doesn't want to be in the United States. She wants to take the money and she wants to come away from the United States. Um, so she was trying, uh, establish having a boyfriend, having a life, in the United Kingdom so that when the e- plan was-

Jon: Yeah.

Daniel Thomas: ... executed, yeah, yeah, okay.

Jon: Got it. That makes perfect [00:15:00] sense to me. That- that's the main thing that I had. Sid covered the rest of what, uh, I had notes to ask, so.

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Daniel Thomas: Cool.

Gregg: Danny, if we put this in writing, would you be willing to sign your name to it?

Daniel Thomas: Uh, it depends what, I mean again Lisa's a very dangerous individual for me, and uh, I mean, potentially, I mean I- I- I- I, the reason I- I'm helping you is because she, my- my girlfriend is, well my ex-girlfriend is so damaged by Lisa. [00:15:30] M- my, she has to go to counseling because of Lisa. It's that damaging, the- the impact that Jas... that Lisa had on Jas because I didn't want to be with her was, it's effected not just her but my children, my lifestyle. And to a point where Jas has actually became addicted to drugs, has now lost her children and I have full custody. Um, and that's all based on- on- on Lisa. And I would, um, so going back to would I sign it, I'd have to think about it. I'd have to think way up the- the, more, I would say 70/30 [00:16:00] I would sign it. [crosstalk 00:16:02].

Sid: Can I ask, I have a question for you. How about if we, uh, had a conference call with Zoom. Would you be, and we asked you these questions under oath, would you have any problems giving a statement under oath?

Daniel Thomas: Again, if you give me 24 hours to think about it, weigh it up, talk to Jas.

Sid: Okay.

Daniel Thomas: Um, but- but I- I don't, I probably would yeah. Yeah.

Sid: Okay good good. That's fair, that's fair.

Daniel Thomas: She- she- she needs to be, she needs to be stopped from what she's doing. She's a horrible, horrible person, [00:16:30] um, and- and- and if I can help to bring the truth to light without damaging myself and my family any further then I w- I will do that.

Sid: Great. Well thank you.

Gregg: Danny, thanks a lot. And listen-

Daniel Thomas: No problem.

Gregg: ... these guys are, uh, they'll be in touch.

Daniel Thomas: Sure.

Gregg: If there's anything else but, yeah. Uh, hopefully when this is all over we uh talk under better circumstances.

Daniel Thomas: Yeah sure. Sounds good.

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Gregg: [00:17:00] All right thank you very much.

Sid: Thanks.

Jon: I appreciate your time Danny. Thank you.

Sid: No problem, I'll speak to you soon. Take care guys. Bye bye.

Gregg: Bye bye.

EXHIBIT B

Noooooooooo

03/20/2018 11:10:51

I deserve a break every once in a while too 😊

03/20/2018 11:11:08

I heard you were upset about the email not going out. I was too.

03/20/2018 11:11:17

What email?

03/20/2018 11:11:22

You should feel comfortable telling me when you are upset

03/20/2018 11:11:31

The one about the executive committee

03/20/2018 11:11:40

To the PDs.

Maybe I was looking at the wrong one
hold on

03/21/2018 14:48:21

It's impossible to work with these kids

03/21/2018 18:27:00

Ready to go!!

03/21/2018 18:44:58

Working our asses off

03/21/2018 18:49:37



03-21-2018 18_4

9_37.mp4

03/21/2018 18:49:37

This is my life right now

03/21/2018 19:02:07

Tell me about it

EXHIBIT C

-1 (2/5) 310-2154

Is it the assistant thing? She said you promised her Delaney and she will be pissed if someone gets an assistant before her.

Her and I have been getting along pretty well, or so I thought, so I'm rather shocked to hear she was shooting down having my role modified.

You are my boss and she is HR. How is it that she gets to make performance judgments? I know we are a small place but we need structure.

I want to make my time here successful for both me and MEF. I want to live up to my potential. I know you can help me achieve that. How can we fix this?

Lastly, everyone in here loves me, Tricia, Delaney, Matt, Thelma, Clitt, Sam and EJ all love me. No one else has a problem with me or my "attitude".

EXHIBIT D

Is it the assistant thing? She said you
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promised her Delaney and she will b
e pissed if someone gets an assistan
t before her.

Her and I have been getting along pr
etty well, or so I thought, so I'm rathe
r shocked to hear she was shooting d
own having my role modified.

you are my boss and she is HR. How
is it that she gets to make performan
ce judgments? I know we are a small
place but we need structure.

I want to make my time here success
ful for both me and MEF. I want to liv
e up to my potential. I know you can
help me achieve that. How can we fix
this?

09/14/2018 18:15:05

Lastly, everyone in here loves me, Tri
cia, Delaney, Matt, Thelma. Cliff, Sa
m and EJ all love me. No one else ha
s a problem with me or my "attitude".

09/14/2018 18:15:23

Even Marc likes me now.

09/14/2018 18:26:36

I'm not trying to start anything I really
want to have a great work experience
for everyone

EXHIBIT E



GRANT AGREEMENT

This Grant Agreement ("Agreement") is made and entered into as of June 4, 2018, by and among the Middle East Forum, a non-profit trust based in Philadelphia, PA ("Grantor"), and Daniel Thomas, a citizen of England ("Grantee") (collectively, "the Parties").

WHEREAS, Grantee is Mr Daniel Thomas and

WHEREAS, Grantor promotes American interests in the Middle East and protects Western values against Middle Eastern threats; and

WHEREAS, Grantor finds of its own free will that financial support of Grantee furthers its stated purposes.

NOW, THEREFORE, Grantor has agreed to provide a grant ("Grant") in the amount of U.S. \$32,000.00 to Grantee, *strictly subject to the following terms and conditions agreed upon by the Parties:*

Section 1. Purpose and Grant Period

- 1.1 Purpose. The Grant shall be used by the Grantee solely to fund a freedom of conscience event in Westminster Council, London, United Kingdom on June 8th [or to implement the proposal submitted by the Grantee and attached to this Agreement as Appendix A], except as limited under Section 5 of this Agreement ("Purpose").
- 1.2 No Changes in Purpose. No material changes in the Purpose of the Grant, or the activities of Grantee subsidized by the Grant, shall be made without prior written permission of the Grantor.
- 1.3 Grant Period. The "Grant Period" shall commence on June 1, 2018 and continue in effect until May 31, 2019 [or until completion of the Purpose of this Grant, as defined in Section 1.1], or until terminated by Grantor under Section 6 of this Agreement.

Section 2. Payments

- 2.1 Payments. Grantor shall pay to Grantee U.S. \$32,000.00 upon execution of this Agreement.
- 2.2 No Future Obligation. Grantor is under no obligation to make any other payments to Grantee, or to provide Grantee with any other support.

Section 3. Acknowledgement of Support

- 3.1 General Activities. If Grantor so requests, Grantee shall ensure that all publicity releases, informational brochures, printed programs, publications and public reports related to the Purpose of this Grant, as defined in Section 1.1, acknowledge Grantor's support in a manner mutually agreed upon by the Parties.
- 3.2 Specific Activities. If Grantor so requests, Grantee shall ensure that all publications, films, audio and video recordings produced according to the Purpose of this Grant, as defined in Section 1.1, acknowledge Grantor's support in the following format: "This (publication/film/video/recording/activity) was made possible by a Grant from the Middle East Forum."

- 3.3 **Disclaimer.** If Grantor so requests, Grantee shall ensure that all publicity releases, informational brochures, printed programs, publications and public reports related to the Purpose of this Grant, as defined in Section 1.1, and/or all publications, films, audio and video recordings produced according to the Purpose of this Grant, as defined in Section 1.1, contain the following disclaimer: "The views expressed herein do not necessarily represent those of the Middle East Forum." If Grantee produces a public program related to the Purpose of this Grant, as defined in Section 1.1, such disclaimer shall be announced by Grantee if Grantor so requests.
- 3.4 **Confidentiality.** If Grantor so requests, Grantee shall keep this Grant and Grantor's support of Grantee strictly confidential, and not disclose this Grant and/or such support to any third party at any time.
- 3.5 **Grantor's Use.** Grantor retains the right, at its sole discretion, to publicize this Grant and its support of Grantee in its own publicity releases, informational brochures, printed programs, publications, and public and/or private reports. Grantee may request that Grantor not publicize this Grant and such support of Grantee; but Grantor retains the right, at its sole discretion, to publicize this Grant and such support of Grantee.

Section 4. Work Products and Intellectual Property

- 4.1 **Work Product Definition.** "Work Products" include, but are not limited to, articles, research, other documents and written materials (including electronic writings), data, spreadsheets, programs, plans and designs, that Grantee creates in relation to the Purpose of this Grant, as defined in Section 1.1, and during the Grant Period, as defined in Section 1.3., whether Grantee creates such Work Products independently or in conjunction with Grantor.
- 4.2 **Ownership.** Any tangible or intangible Work Product, including copyrights, created by the Grantee shall be, and remain, the property of Grantee.
- 4.3 **Grant of License.** Grantee grants Grantor a non-exclusive, irrevocable, perpetual, world-wide, no-charge and royalty-free license to use any Work Product under this Section 4, including, but not limited to, creating derivative works from Work Products under this Section 4, and/or reproducing and distributing Work Products under this Section 4 in all markets and media. This Grant of License survives in perpetuity, and regardless of whether or not this Grant Agreement is terminated, and/or regardless of whether or not the term of this Grant Agreement has ended, and/or regardless of whether or not the Parties end any other professional relationship.
- 4.4 **Distributing Work Products.** Grantor retains the right, at its sole discretion, to (1) circulate Grantee's Work Products, and/or summaries of Grantee's Work Products, to Grantor's email lists and subscribers; and (2) post Grantee's Work Products, and/or summaries of Grantee's Work Products, to its websites and/or social media accounts.

Section 5. Reporting

- 5.1 **Upon Request.** Upon Grantor's request, Grantee shall provide a written report on how the Grant has been used, and/or noteworthy achievements/impacts made using the Grant, within fifteen (15) days of the request.
- 5.2 **Achievements.** Grantee will notify Grantor of any noteworthy achievements made possible by the Grant, even in the absence of a reporting request as this will aid Grantor's future award decisions.

Section 6. Limitation on Use of Funds

- 6.1 **Stated Purpose Only.** The Grant shall be used only to further the Purpose stated in Section 1.1.
- 6.2 **Consistent with Grantor's Tax-Exempt Status.** The Grant shall be used in a manner consistent with Grantor's tax-exempt status. Grantee shall not use the Grant in any way that jeopardizes Grantor's tax-exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (U.S.), as amended (the "Code").

In particular, *Grantee shall not use any portion of the Grant to:*

- a. Carry on propaganda, or otherwise attempt to influence legislation within the meaning of the Code;
- b. Participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office;
- c. Conduct, directly or indirectly, any voter registration drive;
- d. Engage in, induce, or encourage violations of law or public policy;
- e. Conduct or support any terrorist-related activities or any other conduct in violation of the U.S. Patriot Act;
- f. Cause any private inurement or improper private benefit to occur; or
- g. Take any other action inconsistent with Grantor's qualification under the Code.

Section 7. Termination; Return of Funds

- 7.1 **Unused Funds.** Grantee shall repay to Grantor any unused portion of the Grant; and/or any portion of the Grant not used for the purposes described in Section 1.1.
- 7.2 **Violation of Agreement.** Grantor retains the right to terminate this Grant Agreement and withhold, withdraw, or demand return of the entire Grant in the event that Grantee violates any term or obligation in this Agreement. Accordingly, Grantee shall return to Grantor all Grant funds it has received from Grantor if Grantee violates any term or obligation in this Agreement. Grantee will have five business days to return the funds to the Grantor. The Parties agree that Grantor, in its sole discretion, shall determine whether Grantee violates any term or obligation in this Agreement.
- 7.3 **Objectionable Behavior.** Grantor retains the right to terminate this Grant Agreement and withhold, withdraw, or demand return of the entire Grant in the event that Grantor, acting in good faith, finds Grantee's conduct objectionable and thus damaging to Grantor's reputation. Accordingly, Grantee shall return to Grantor all Grant funds it has received from Grantor if Grantor, acting in good faith, finds Grantee's conduct objectionable and thus damaging to Grantor's reputation. Grantee will have five business days to return the funds to the Grantor.
- 7.4 **False Statements.** Grantor retains the right to terminate this Grant Agreement and withhold, withdraw, or demand return of the entire Grant in the event that Grantor, acting in good faith, determines that any of Grantee's work related to the Purpose of this Grant, as defined in Section 1.1, contains false statements of fact. Accordingly, Grantee shall return to Grantor all Grant funds it has received from Grantor if Grantor, acting in good faith, determines that any of Grantee's work contains false statements of fact. Grantee will have five business days to return the funds to the Grantor.
- 7.5 **Change in Financial Position.** Grantor retains the right, at any time, to terminate this Grant Agreement and withhold any unpaid portion of the Grant if it determines, in its sole discretion, that sufficient funds are no longer available or that it has suffered a material adverse change in financial position.

Section 8. Research and Work Standards

- 8.1 **Responsibility**. Grantee is responsible for ensuring that all works related to the Purpose of this Grant, as defined in Section 1.1, in all possible forms and formats, including works commissioned by Grantee, be consistent with Grantor's own research standards. All works related to the Purpose of this Grant, as defined in Section 1.1, must have all statements and/or facts properly described and cited. Grantee must ensure the verifiability of all assertions of fact Grantee makes.
- 8.2 **Burden to Defend**. Grantee bears the sole responsibility for the accuracy of any statement of fact listed in all works related to the Purpose of this Grant, as defined in Section 1.1. Should a statement of fact contained within any of Grantee's work related to the Purpose of this Grant, as defined in Section 1.1, be accused of being false, misleading or not properly cited, the Grantee bears the burden to defend the work.

Section 9. Limitation of Liability

- 9.1 **No Liability**. The Grantor assumes no liability for any consequence, whether direct or indirect, arising out of this Grant, and/or arising out of any activities of Grantor, including, but not limited to: court costs; legal costs; and/or penalties and/or sanctions, whether civil or criminal.
- 9.2 **No Agency**. This Grant Agreement and the Grant shall in no way be construed as creating the relationship of principal and agent, of partnership in law, or of joint venture as between Grantor and Grantee.
- 9.3 **Hold Harmless**. Grantee indemnifies and holds harmless Grantor, its employees, agents, officers, and contractors with respect to all claims, demands, actions, charges, indictments, costs, expenses, losses, damages and all other liabilities arising from a) actions and/or omissions by Grantee in relation to this Grant; and b) Grantee's obligations to any third parties.

Section 10. No Legal Representation

- 10.1 **No Legal Representation**. Grantor assumes no responsibility for Grantee's legal representation and/or potential legal representation; and is not a party to any agreement Grantee has or might have with legal representation.
- 10.2 **No Legal Advice**. Grantor has not, and will not, provide Grantee with legal advice.

Section 11. Miscellaneous

- 11.1 **Grantor's Discretion**. Grantor makes this Grant at its sole discretion.
- 11.2 **Failure to Execute**. Grantor retains the right to rescind this Agreement should the Grantee fail to return to Grantor the Agreement fully executed within 14 days of Grantee's receipt. A sent email with this Agreement attached constitutes receipt under this Section 10.
- 11.3 **Entire Agreement**. This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.
- 11.4 **Severability**. If any provision of this Agreement is declared void, invalid, or illegal by any governmental, judicial or arbitral authority, the validity or legality of any of the other provisions and of the entire Agreement shall not be affected thereby and the remaining provisions shall remain in full force and effect.
- 11.5 **Modifications**. This Agreement cannot be terminated, amended or otherwise modified except in a writing signed by both Parties.

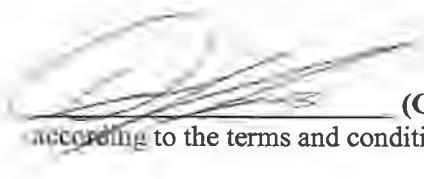
- 11.6 **Disputes and Jurisdiction.** Should a dispute arise over any aspect of this Agreement, the Parties will resolve the dispute through mandatory and binding arbitration administered exclusively by the American Arbitration Association.
- 11.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (U.S.) applicable to agreements made.

In witness whereof, the Parties hereto have executed this Agreement as of the day and year first written above.

The Middle East Forum (Grantor) has agreed to provide this Grant:



By: Gregg Roman, Director



(Grantee), accepts this Grant
according to the terms and conditions set forth in this Agreement:

Appendix A:

Good Afternoon Gregg,

Further to our conversation, please find below a break down what is required for the day. I have included the companies name and what it is they are providing.

ACE PA HIRE --

Costs for production as follows :-

PA system complete package £4000-00
Stage including steps and balustrade complete £1500-00
Vehicle hire and transport costs £950-00
6x. Staff £1400-00
Mobile Porta cabin including delivery. £1250-00
1x. Road tow posh loo system £700-00
1x. Mobile large HD video screen hire incl delivery. £3300-00
1x. Set crowd barriers (30 standard)(10 herress) £1200
1x. Road tow generator incl distribution system £450-00

Event Package total £14750-00+vat
Vat. £2950-00

TOTAL £17,700-00 incl vat

Bauer Security in London

Providing 20 highly experienced Security guards for the stage & its perimeter (ONLY)

£20 per hour per Guard, we will need them there for 6 hours.

£20 x 6 hours per Guard = £120

£120 x 20 Guards = £2400

Total cost £2,400

The reality Report will be providing & dealing with the following..

Freebie merchandise (T-Shirts & Wristbands) handed to crowd -- £500

Westminster council event and filming permission -- £700

Graphics, three authorised artists. -- £300

Food and drinks for the speakers for the event -- £100

Consultancy fees & project co-ordination -- £600

Comms for Security £150

Video editing £200

Total cost £2,350

Total cost for the full event is £22,450

If you have any questions please do come back to me, we are looking at getting these companies paid as soon as possible.

Look forward to hearing from you.

Daniel

EXHIBIT F



Lisa Barbouris <barbouris@meforum.org>

Tommy Robinson rally summary

1 message

Delaney Yonchek <Yonchek@meforum.org>

Mon, Jun 11, 2018 at 11:05 AM

To: Lisa Barbouris <Barbouris@meforum.org>, Tricia McNulty <McNulty@meforum.org>

Hello!

I hope you are both enjoying your time in London!

Gregg is asking me to get two things from you guys,

1. Lisa: a written article about the rally
2. Tricia: your summary of the day's events

I'm pulling together an after action report and need those two things to be included in it, per Gregg's request.

Thank you so much!

Delaney

Friday and Monday 6/8 & 6/11

Lisa Barbounis <Barbounis@meforum.org>

Sun 6/3/2018 2:34 PM

To: Gregg Roman <Roman@meforum.org>

Cc: Tricia McNulty <McNulty@meforum.org>; Marnie Meyer <meyer@meforum.org>

Hi Gregg,

Tricia and I would like to go to London to attend the rally and help out. We came up with a plan to cover our expenses. So, can we please have off June 8 and June 11? Those days we will be accessible while traveling as much as possible.

Thank you,

Lisa and Tricia

Get [Outlook for iOS](#)

EXHIBIT G

2018-10-22-23 Tommy Robinson Report

Lisa Barbounis <Barbounis@meforum.org>

Fri 10/26/2018 12:34 PM

To: Daniel Pipes <pipes@meforum.org>; Gregg Roman <Roman@meforum.org>

1 attachments (37 KB)

2018 Oct-Nov TR Proposal.docx

Memorandum

To: Daniel Pipes and Gregg Roman
From: Lisa Barbounis
Date: October 25
Re: Tommy Robinson Events 2018/10/22-23

Tommy Robinson held an event sponsored by Ezra Levant of the Rebel on October 22 at a restaurant in Bedford, UK - 1.5 hours outside London - to thank those that have supported him while he was imprisoned.

Ezra funded travel costs for 4 journalists to attend the dinner and to cover the event. However, he did not assist with travel expenses to Bedford. Avi Yemini – Australian activist and reporter. Cassandra Fairbanks- reporter for the Gateway Pundit, Danny Tommo – part of Tommy's team and I shared an Uber to the event. Cassandra is a valuable asset. She is plugged into the who's who of D.C. She ghostwrites for [REDACTED] and is very close with their office. She said if we ever need anything from his office to let her know. She is also available to write articles.

The room was large and held about 30 people. Ezra spoke about his involvement with the legal portion and the crowd funding of journalists. Tommy spoke and immediately thanked the Middle East Forum for the support he has received. After he spoke he sat for one-on-ones.

I met a Canadian woman named [REDACTED], already a small MEF donor who is responsible for a lot of the Rebel and TR funding. She let on that she had more money to contribute. She is interested in coming to D.C. for the Tommy events. We exchanged information and are staying in touch. I grabbed a few other cards and will send their information to development as well.

Spent considerable time speaking to Avi Yemini. Avi is a former IDF soldier who is doing similar work to Tommy in Australia. He was very familiar with Dr. Pipes' work and knew he had just been to Australia. He is really beginning to grow a nice size following there.

I briefly spoke once again to Gerard Batten. I thanked him for his support for Tommy.

I sat with Tommy for a while and he discussed his upcoming plans. He is really looking forward to coming to the U.S. We spoke about his ability to run for office. It appears as if Gerrard Batten is going to formally request him to join UKIP in January and Tommy is considering running for MP.

Currently he is working with Shazia Hobbs, a Muslim apostate and high-profile campaigner against both female genital mutilation and forced marriage, to interview victims of rape gangs and educate the public about the warning signs through a documentary called the Rape of Europe (Tommy briefly used

Tommy is also keeping up on the #IamSoldiers X campaign to see where that is going. He is going to continue to travel across the U.K. to get pictures and support from members of the military.

Finally, he is working with Ezra to start a string of defamation lawsuits.

The next morning October 23, I arrived at the demonstration greeted by approximately two thousand people and a small group of Antifa protesters.

I was put on the court gallery list which was separate from the media box. Therefore, I had to surrender my phone and was unable to live tweet the event. I sat with Janice Atkinson, an independent Member of the European Parliament for the South East England region, and Shazia Hobbs. We all discussed Tommy's case and how each can contribute to moving the conversation forward. Atkinson is interested in using her MP resources to expand what we would call the Civilizationist parties' message through TV interviews. She would like to interview international politicians regarding Islamization of the West.

She gave me her contact information and I will stay in touch.

We all moved to the gallery box to watch the proceedings. The judge asked early on if he was able to refer the case to the attorney general and that is eventually what he ruled. He said, in light of the statement produced by TR the case was too complex and would require investigation and cross-examination of the evidence provided. This is the outcome the TR team was hoping for. It is likely the Attorney General will not prosecute. However, should he decide to move forward with prosecution there is the option of trial by jury which they are confident Tommy would emerge victorious.

We exited the court room and returned to the demonstration. As I am sure you are aware, Tommy publicly thanked the Middle East Forum for our support.

I left the demonstration with Tommy and his team and we all went to a local pub. Tommy left to eat lunch at the House of Lords and returned an hour or so later. I sat with Tommy for a long time and discussed the event, our support, his upcoming trip to the U.S., his history from the EDL forward, his conduct in public and so on. I was with them from 8:30am to almost midnight. I really had the opportunity to get to know Tommy on this trip and speaking with him reinforced my desire to support his cause. He has incredible passion and is a sincere and honest man committed to the same mission as MEF.

Notes about the crowd and media

- The demonstration lasted from 8:30am until about 12-12:30pm.
- There were about 2,000 supporters in attendance and there were no issues with violence or disorderly behavior.
- The Antifa protest didn't last very long – maybe an hour
- The media coverage was typically unfavorable. When they couldn't find anything really terrible to say they resorted to articles about litter left behind by the crowd.
- There was tons of international coverage from the Guardian to ABC News - my picture made [CNN](#).

- Social media reach alone, for just the day of the event, was over 10,000,000 interactions.

After Action Items

- Lisa to follow up with CBP to obtain Tommy's entry waiver
- Work with DHFC to book Tommy's Travel
- [REDACTED]
- Begin planning DC event on November 14

[REDACTED]

Sincerely,

Lisa Barbounis

Executive Liaison

Middle East Forum

O: 215.546.5406 x102

C: 215.910.2154

F: 215.546.5409



Please subscribe to our newsletters [here!](#)

EXHIBIT H

Re: 2018 MEEF Grant Agreement-Daniel Thomas

danielthomas@tes-uk.co.uk <danielthomas@tes-uk.co.uk>

Mon 6/4/2018 10:26 AM

To: Marnie Meyer <meyer@meforum.org>
Cc: Gregg Roman <Roman@meforum.org>

0 1 attachments (345 KB)

Scan_rbu053_040620183456_001.pdf;

Please find attached the contract.

On 04 June 2018 at 14:24 Marnie Meyer <meyer@meforum.org> wrote:

Dear Mr. Thomas,

The Middle East Forum (MEF) is pleased to provide a total grant of \$32,000.00 in 2018 to you from its Education Fund.

US law requires charities to take steps to ensure any distributed funds are used exclusively in furtherance of their tax-exempt purpose and in accordance with US law.

Accordingly, we ask you to sign and return the enclosed grant agreement and a copy of your original request for funding by regular mail, fax or scanned attachment to an e-mail.

Please also provide payment and grantee contact information by filling out this [FORM](#).

Once we receive your signed grant agreement, we will send you the funds upon execution of the attached grant agreement.

If you have any questions or concerns, please do not hesitate to contact me.

Warm regards,

Marnie Meyer

Director of Finance & Operations

Middle East Forum

Tel: (215) 546-5406

Fax: (215) 546-5409

www.MEForum.org

EXHIBIT I

Case 2:19-cv-05030-JDW

Document 45-4 Filed 07/28/20 Page 49 of 71

Dear Lisa:

I am responding to the allegations you raised on Nov. 1 of improper conduct by Gregg. The Middle East Forum takes these allegations very seriously.

I have investigated this matter and found the following: You say that Gregg made unwanted sexual advances toward you. Gregg maintains that he never made such advances.

But, on learning your reaction, he acknowledges that his conduct was unacceptable and put you in a difficult position. Gregg put this in the context of calling himself a “social junkie” who seeks constant social interaction. He acknowledges this drive led to melding together his business and personal relationships with staffers, male and female alike; he also acknowledges that this mixing of business and personal relations must cease immediately.

In light of the forgoing and considering your stated wish to go on with your work at MEF, I propose several changes:

1. Gregg is no longer your supervisor; if he were to become that again in the future, it would only be with your consent.
2. During business hours, you both agree to limit yourselves, within reason, to professional relations.
3. Outside of business hours, you both agree to no contact other than using MEF e-mail: that is, no after-hours telephone calls, texts, other e-mails, social media, drinks, meals, outings, trips, shared lodgings, and so forth.

Gregg agrees that there will be no retaliation against you whatsoever, now or in the future, for you informing me of this matter. You agree not to wait months to inform me about any problems in the future concerning Gregg, but to do so immediately.

Gregg has been told and accepts that if there is a future case of a credible unwanted sexual advance by him toward a female staffer under his supervision, he will be fired immediately.

In the interests of documenting precisely what happened, I request that you send me a written account of what you already told me about Gregg’s unwanted advances toward you.

Finally, I ask you to respond to three questions:

1. Do you agree to my proposed three changes? If not, please specify.
2. Are you satisfied with how the Forum has handled this matter? If not, what additional steps do you request?
3. Do you consider this matter satisfactorily resolved?

Thank you for bringing this matter to my attention, and for your cooperation.

Yours sincerely,

Daniel Pipes

cc: Marc Fink

EXHIBIT J

Cc: Marc Fink[fink@meforum.org]
To: Daniel Pipes[pipes@meforum.org]
From: Lisa Barbounis [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DCF4D4ABE5A8442FBE95889B98041206-BARBOUNIS]
Sent: Sun 11/4/2018 11:48:41 PM (UTC)
Subject: Re: Allegations and consequences

[IMG_5202.PNG](#)
[IMG_5203.PNG](#)
[IMG_5204.PNG](#)
[IMG_5206.PNG](#)
[IMG_3499.PNG](#)
[IMG_3500.PNG](#)
[IMG_3502.PNG](#)
[IMG_5209.JPG](#)
[IMG_5211.JPG](#)

Dear Dr. Pipes,

Thank you for taking the time to address my concerns quickly and professionally. I have read your email and would like to address your comments and questions.

Gregg's "social junkie" as a function of his personality explanation is an inexcusable defense. Gregg made unwanted sexual advances and put me in an uncomfortable situation. However, I felt at the time I handled the issue and have not had an incident since. Nevertheless, his "inappropriate behavior" is the least of my concern. More troubling is the deceit and abusive behavior I witness and experience on a weekly basis which increased after the Israel incident.

I sat in Gregg's office as he was preparing to confront one of his many adversaries. He said to me, "if you cross me, I will slit your throat." I took this figuratively but have since watched as anyone, that so much as challenged him, has been met with calculated, spiteful and malicious, concealed action. I have watched as Gregg patiently maneuvered to have Garry, Cliff, EJ, Marc, etc. each receive derogatory marks on their records or reputation in order to make his move to have them eventually disassociate with MEF. I listened to him lie to both you and Marc about his interaction with Arthur Stein. I have listened to him divulge private details of your (Dr. Pipes') personal affairs. I have watched him speak poorly and unfairly about MEF employees to other employees to sow seeds of doubt and create conflict. I have no doubt that if Gregg were to remain, he would employ the same strategy toward me. As a matter of fact, he has already begun. He has even broken confidentiality protocol by offering Marnie the ability to read the incident report he instructed Matt to have me write. In order to maintain a cohesive working relationship, there needs to be at least a minuscule element of trust. Plainly, I do not trust Gregg Roman with anything. Gregg has even gone as far as claiming he believes MEF is better without you, Daniel Pipes. In an ordinary conversation I asked Gregg, "what do you think MEF has to do to reach the next level, like CATO or Heritage?" His response was, "disassociate from Daniel." If he is not loyal to you what would ever make me believe he would be concerned with my best interest?

In addition to his retaliatory nature, as Thelma once said, "Gregg only operates in a state of chaos." It is because of this chaos that this past year has been borderline unbearable. If the absurd requests, mismanagement, outrageous expectations and demands weren't enough, the abusive tone, language, never-ending lies and manipulation have the **entire office** in a constant state of disarray. Stacey has been in tears more than once slamming things on her desk. Thelma was talking about quitting over the way Gregg spoke to her. Poor Delaney is constantly in my office because she is so afraid to submit anything to Gregg without my prior review. He overworks every employee, doesn't give clear instructions, creates near impossible and unrealistic deadlines, defers his managerial duties to his employees, purposefully holds employees back from being successful and then annihilates anyone who doesn't produce the exact same outcome as the one created in his head. Not one single person in that office, and few employees outside the office, think we function in a healthy work environment.

It is because of these concerns listed above that I do not believe Gregg's presence in the office is beneficial to MEF as a whole. I would be happy to elaborate on any of the aforementioned instances.

EXHIBIT K

November 6, 2018

Dear Gregg:

Effective Nov. 5, your job description has changed. In particular, you are no longer running the administration of the Middle East Forum.

Pursuant to our phone conversation on that date, I formally offer you new, interim terms for your employment. (Interim because the office and I are reeling from the sudden changes this month and need to preserve the right to make changes.)

Title

You keep the title of director.

Responsibilities

You will have the following responsibilities:

- Managing the Forum's external projects and initiatives, including all the directors of the Forum's formal projects except the *Middle East Quarterly* editor.
- Fundraising, in meetings, on the telephone, and in writing.
- Making media appearances on Forum-related topics.

Restrictions

You will have the following restrictions until further notice:

- No involvement in the Forum's accounting, finances, office affairs, personnel issues, and property management.
- No authority over the Forum's administrative staff.
- No authority to approve expenses of projects or initiatives.
- No authority to hire or fire Forum employees, including project directors.
- No authority to offer or approve contracts on behalf of the Forum.
- No authority over Middle East Forum Education Fund monies.
- No access to the Forum's Philadelphia office.
- No contact with the Forum's female employees outside of business hours other than using Forum e-mail. That means no after-hours telephone calls, texts, other e-mails, social media, drinks, meals, outings, trips, shared lodgings, and so forth. And during business hours, interactions will be business-related, within reason.

Conditions

As a condition precedent for this new, interim offer of employment, you shall turn over to designated staffers your administrative control over the following platforms:

- Asana (Marnie Meyer)
- Slack (Marnie Meyer)
- Dropbox (Marnie Meyer)
- Zenefits (Marnie Meyer)
- Salesforce (Matt Bennett)
- Twitter (Lisa Barbounis)
- YouTube (Lisa Barbounis)
- Facebook (Lisa Barbounis)

In case other platforms have been omitted, the Forum reserves the right to add those to this list.

Salary

Your salary and benefits remain unchanged. Your salary will be payable in accordance with the Forum's standard payroll practice and subject to applicable withholding taxes. Because your position is exempt from overtime pay, your salary will compensate you for all hours worked.

Expenses

You agree not to incur any liabilities with third parties and only to expend your own resources with the expectation of reimbursement by the Forum when specifically pre-approved by me in writing, on a case by case basis. If the expense is approved by me, you shall lay out the funds, then submit a reimbursement form to the Forum's controller.

Travel

You will continue to travel on MEF business; when doing so, you must keep in mind that you are working for a non-profit that legally and morally must spend money thrifitly. That means economy class on trains and planes, standard business rooms in hotel, and ordinary rideshare and rental cars. In particular, when possible, air travel must be booked weeks in advance to get advantageous prices.

Other terms

You will be an employee-at-will, meaning that either you or the Forum may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Forum, its agents, or representatives, are superseded by this offer letter. To re-emphasize, these interim terms are subject to change.

You shall work remotely, from anywhere of your choosing.

You are eligible to participate in the following benefit plans:

- Group medical health, which may include dental and vision coverage depending on the plan you choose.
- 403(b) retirement plan.
- Life insurance.
- Short-term and long-term disability.

(Please note: participation in these benefits may *reduce* the amount of your all-inclusive salary.)

If you wish to accept employment with the Forum under these terms, please indicate so by signing two copies of this letter, returning one copy to me. You may do so by regular mail or by scanning this letter and e-mailing it.

This offer and all terms of employment stated in this letter will expire at 5:00 PM Eastern Standard Time on Friday, November 9, 2018.

Sincerely,



Daniel Pipes
President, Middle East Forum

With the signature below, I accept employment with the Middle East Forum, under the terms set forth in this letter.

Gregg Roman

Date

EXHIBIT L

Russell Thomas

Anti-slavery activist

Dear Lisa,

Hai! My son Danny Tommo (Daniel Thomas)

Finally, it's a pleasure to correspond with you.

I have been observing the sterling work you and your organization have been doing in supporting Tommy Robinson and his UK movement.

I would like to discuss a sensitive issue with you, namely because Daniel doesn't know that I'm contacting you. Earlier this year, Daniel and I opened an office in Portsmouth offering Internet marketing. Our business is actually 13 years old, the new office was to allow Daniel to develop our business further. The business was developing very well; that is until Daniel with my agreement became involved with the movement to free Tommy. He became very focused on the task of helping and organising various events.

To cut a long story short,... The office closed in October this year.

I think Daniel found the Tommy movement so important even addictive that eventually he neglected his paid work with the obvious result.

Daniel has a wife and three children, my grandchildren. He is dedicating himself to the developing movement but at the financial detriment of his personal life. I know you have recently financially helped him which is much appreciated, however, Daniel needs, or more importantly his family needs some kind financial stability.

Would it be possible for you to arrange some form of "regular" financial assistance directly to Daniel or perhaps to his wife?

Daniel is a very proud individual, perhaps he's finding it too difficult to admit to the people around him of his predicament.

I do hope you can help and once again it is a pleasure corresponding with you.

EXHIBIT M

From: Matthew Bennett
Sent: Tuesday, September 24, 2019 3:22 AM
To: Gregg Roman
Subject: Fw: I put Lisa on notice she has to prove herself

From: Daniel Pipes <pipes@meforum.org>
Sent: Monday, December 10, 2018 10:20 AM
To: Marnie Meyer <meyer@meforum.org>; Matthew Bennett <Bennett@meforum.org>
Subject: I put Lisa on notice she has to prove herself

Daniel Pipes, [09.12.18 19:54]
awaiting your reply to my several notes

Lisa Reynolds-Barbounis, [10.12.18 06:46]

I honestly have been so busy with the march that I haven't had the opportunity to respond from my computer and wanted to give it the attention it deserves. I just got to the airport and will respond as soon as I get sorted. Sorry for the delay.

Daniel Pipes, [10.12.18 06:50]

I have the sense that your position at MEF is distinctly less important than your activities with Tommy Robinson. This is not good.

Lisa Reynolds-Barbounis, [10.12.18 06:55]

Honestly that isn't the case. It's the opposite. I was just in an awkward situation over the weekend with limited access to my computer and wanted to reply thoughtfully. Please don't think that. Im back to work and focused on MEF.

It's been a stressful few weeks with the Gregg transition and learning new job functions not to mention finals and my family.

MEF and it's mission mean the world to me. I deeply apologize if it doesn't appear that way at the moment.

Daniel Pipes, [10.12.18 06:57]

I am glad to hear that but you can see why, what with the transition and the new job functions, your taking off for such a long period to do unrelated work gives me the impression that MEF is a low priority. Especially as you did not indicate that this will be happening, nor give me a decision. You just did it.

Lisa Reynolds-Barbounis, [10.12.18 07:00]

I can see why you would feel that way. And all I can do is apologize and do better. The Tommy stuff was something I was good at. I finally felt like I was contributing. I can see why it looks the way it does. I guess I got carried away. I thought I was doing the right thing. Certainly wasn't trying to neglect MEF or hide things from you

Daniel Pipes, [10.12.18 07:11]

I forgive you this. But get to work and show me that MEF and its mission are as important as you say they are. Remember, I've only worked directly with you for five weeks now. I am still getting to know you and what you can do. Show me.

Lisa Reynolds-Barbounis, [10.12.18 07:11]

Thank you. I will.

EXHIBIT N

MEF and its mission mean the world to
Case 2:19-cv-05030-JDW Document 45-4 Filed 07/28/20 Page 62 of 71
me. I deeply apologize if it doesn't appear
that way at the moment.

9:54 AM

I am glad to hear that but you can see why,
what with the transition and the new job
functions, your taking off for such a long
period to do unrelated work gives me the
impression that MEF is a low priority.
Especially as you did not indicate that this
will be happening, nor give me a decision.
You just did it.

9:56 AM ✓✓

I can see why you would feel that way.
And all I can do is apologize and do better.
The Tommy stuff was something I was
good at. I finally felt like I was
contributing. I can see why it looks the
way it does. I guess I got carried away. I
thought I was doing the right thing.
Certainly wasn't trying to neglect MEF or
hide things from you

9:59 AM

I forgive you this. But get to work and
show me that MEF and its mission are as
important as you say they are. Remember

EXHIBIT O



Lisa Barbounis <barbounis@meforum.org>

L. BARBOUNIS 01/28/19 Itinerary

2 messages

americanairlines@aa.com <americanairlines@aa.com>
 To: Barbounis@meforum.org

Mon, Nov 19, 2018 at 12:45 PM

**AA Record Locator: STEXRP****Status: On Request**

Your Itinerary

Carrier	Flight Number	Departing		Arriving		Booking Code	Meals
		City	Date & Time	City	Time		
AMERICAN AIRLINES OPERATED BY BRITISH AIRWAYS	6129	PHL Philadelphia	Jan 28, 2019 09:10 PM	LHR London	Jan 29, 2019 09:10 AM	O	Meal
AMERICAN AIRLINES OPERATED BY BRITISH AIRWAYS	6456	LHR London	Jan 29, 2019 10:55 AM	BRU Brussels	Jan 29, 2019 01:10 PM	O	Food and Beverage for Purchase
AMERICAN AIRLINES	203	AMS Amsterdam	Feb 05, 2019 01:05 PM	PHL Philadelphia	Feb 05, 2019 04:10 PM	O	Lunch Snack

Traveler Information

Passenger	Class	Seat Assignment
LISA BARBOUNIS	Economy	
LISA BARBOUNIS	Economy	
LISA BARBOUNIS	Economy	34J

Traveling passengers may check in and obtain boarding passes for U.S. domestic electronic tickets within 24 hours of the flight time online at AA.com by using www.aa.com/checkin or at a Self-Service Check-In machine at the airport. Check-in options may be found at www.aa.com/options. For information regarding American Airlines checked baggage policies, please visit www.aa.com/baggageinfo.

Travelers must present a government-issue photo ID with either a boarding pass or a priority verification card at the security screening checkpoint.

Please remember flight details are subject to change. In order to check a flight's status, gate, or departure and arrival time, go to www.aa.com and enter the flight information in the Gates and Times search area. In order to receive automatic notifications of flight changes, click on the Flight Status Notifications section on the www.aa.com

[Privacy Policy](#)

Lisa Barbounis <Barbounis@meforum.org>

Thu, Jan 3, 2019 at 1:37 PM

To: Lisa Reynolds <lisa.e.reynolds@gmail.com>, "lisabarbounis@gmail.com" <lisabarbounis@gmail.com>

[Quoted text hidden]

EXHIBIT P

Case 2:19-cv-05030-JDW Document 45-4 Filed 07/28/20 Page 67 of 71

You making things very intense for me right now Lisa, I don't like the direction all of this is taking. I've asked my father please help me to receive the income I need to do this, I need you to tell me how much money I've taken to so I can start making payments to you. I do absolutely appreciate everything you have done for me Lisa, been my rock at many of times. But I'm very very stressed at the moment with everything, I'm shouting at people I shouldn't that's not just you, I'm reacting in a way I don't feel is right. But I need some space between us for a while. And get things right for the direction MEF want to take. My whole life is slowly falling apart, it's time I did something about it.

178 Individual 447900171112 Danny Tommo Local User <Lisa's Phone001-Decrypted> 447900171112@s.whatsapp.net 2/16/2019 7:29:48 PM Incoming Read Text

EXHIBIT Q

			Case 2:19-cv-05030-JDW	Document 45-4 Filed 07/28/20 Page 69 of 71	And I didn't know about the money that he took from MEF until you told me. It was always in the back of my mind because it didn't add up and the whole vinney and you thing but he said you were crazy and would do anything to destroy him and I wanted to believe him. Now that I know I'm obligated to tell my work. What do I do? That's theft.
Individual	Local User <Lisa's Phone001-Decrypt>	447787051882	447787051882@s.whatsapp.net	3/7/2019 3:11:16 PM	
Individual	Local User <Lisa's Phone001-Decrypt>	447787051882	447787051882@s.whatsapp.net	3/7/2019 4:04:43 PM	That's 7 thousand dollars he stole from MEF and Tommy.
Individual	Local User <Lisa's Phone001-Decrypt>	447787051882	447787051882@s.whatsapp.net	3/7/2019 4:13:18 PM	But not that he got it from the MEF money.
Individual	Local User <Lisa's Phone001-Decrypt>	447729634251	447729634251@s.whatsapp.net	3/7/2019 4:22:54 PM	I sent the message to Daniel about the legal fund. I will stay on that and the visa stuff. But after all of that I'm going to walk away from all of this. I recently found out some potentially messy things that have to deal with demos MEF and I need to back away until I figure it all out. And if I tell MEF which I think I'm obligated to it's not good. Plus I have jaz harassing me. I'm out.
Individual	Local User <Lisa's Phone001-Decrypt>	447729634251	447729634251@s.whatsapp.net	3/7/2019 4:25:44 PM	No. I'm sure you know about the jaz and danny shit. I knew money didn't add up after the first demo but it looks like he kept 7k for himself. If MEF finds out I knew and didn't tell them I'm fucked. If I tell them it's not good for you and future money. It's all so messy. And I don't know what to do.
Individual	Local User <Lisa's Phone001-Decrypt>	447729634251	447729634251@s.whatsapp.net	3/7/2019 4:50:14 PM	So MEF gave him 30,000 for the demo. The last one didn't cost that much and look at the difference. He is going to have to get reciepts and bank statements.
Individual	Local User <Lisa's Phone001-Decrypt>	447729634251	447729634251@s.whatsapp.net	4/18/2019 3:14:00 PM	FYI. For now because of Gregg I'm keeping it quite from MEF.

EXHIBIT R

From: Marc Fink [fink@meforum.org]
Sent: 6/26/2019 10:53:33 PM
Subject: Fw: Meeting Summary; Moving Forward

From: Lisa Barbounis
Sent: Monday, March 11, 2019 6:38 PM
To: Marc Fink
Cc: Daniel Pipes
Subject: Re: Meeting Summary; Moving Forward

(i)

Gregg Roman will be reinstated as Director of MEF. He will maintain responsibility for Projects, Development and Communications - anything content/production related. He will have no oversight of finance operations. His position as director will remain probationary for at least the first year until Dr. Pipes regains confidence in his behavior.

(ii)

Gregg will be able to access the office when Dr. Pipes is present or when he is invited to a meeting. Should he wish to work from the office he will have to give staff prior notice.

(iii)

I will resume full communication with Gregg Roman via email, phone and telegram during normal business hours. After hours and via email or telegram reserved for urgent matters.

From: Marc Fink
Sent: Sunday, March 10, 2019 1:58 PM
To: Lisa Barbounis
Cc: Daniel Pipes
Subject: Meeting Summary; Moving Forward

Hi Lisa,

Thank you for attending the meeting Saturday, and expressing your opinions on how best to move forward as an organization.

Would you please send me by COB Monday: (i) a summary of the understandings you feel we reached during the meeting; (ii) your proposal for when, and under what circumstances, Gregg would access/use the office moving forward; (iii) your proposal for when, and under what circumstances, you would interact with Gregg on Forum business outside the office (days, times, means of communication, etc.).

Thank you,

Marc